

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

MICHAEL MORTON, et. al.,

Plaintiffs,

JURY TRIAL DEMANDED

vs.

Case No. 2022-CV--00091

D.R. HORTON, INC., D.R. HORTON-BIRMINGHAM, BETHEL ENGINEERING, A, B, C, D, E, and/or F being those persons, corporations, firms or entities who were the engineers, designers, developers, contractors, subcontractors, agents, entities or other persons whose conduct caused or contributed and/or conspired with in the furtherance of the deceptive acts by the Defendant's for which have caused damages to the Plaintiffs, G, H, I, J, K, and/or L, being those persons, corporations, firms or other entities responsible for creating, causing and/or continuing to commit a nuisance, trespass, negligence, or wantonness causing damage to the Plaintiffs, the identities of said fictitious parties being unknown to the Plaintiffs at present or if known, the identities as proper parties cannot be ascertained at this time, but will be substituted by amendment upon learning their true identity, unless otherwise stated, the word, Defendant shall include all Defendants, including those presently denominated as fictitious parties, Defendants.

Defendants.

FIRST AMENDED COMPLAINT

COMES NOW the Plaintiffs and pursuant to the Order of this Honorable Court in the above-styled matter and files this First Amended Complaint against the Defendants as follows:

PARTIES AND JURISDICTION

1. The Plaintiffs are as follows:
 - a. Michael A. Morton is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
 - b. Lisa A. Morton is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
 - c. Jeremy S. Smith is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
 - d. Lindsey M. Smith is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- e. Robert A. Blaine as Co-Trustee of the Robert A. Blaumer & Pamela L. Blaumer Joint Revocable Living Trust is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- f. Pamela L. Blaumer as Co-Trustee of the Robert A. Blaumer & Pamela L. Blaumer Joint Revocable Living Trust is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- g. Kirk Toth is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- h. Herbert Eugene Roberson is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- i. Amanda Mae Roberson is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- j. Lance Cole Slater is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- k. Annette Lusk Slater is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- l. Troy A. Williamson is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- m. Rebecca L. Williamson is over the age of 19 years old and a resident citizen of Baldwin County, Alabama.
- n. Joshua D. Baker is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- o. Shelley S. Baker is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- p. Robert A. Stanley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- q. Darbi P. Stanley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- r. Shelby Douglas is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- s. John F. Bender is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- t. Tena S. Rojem-Bender is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- u. Matthew G. Beal is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- v. Cheyenne A. Beal is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- w. Cecil W. Perry is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- x. Nancy R. Perry is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- y. Christopher H. Davis is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- z. Hannis N. Roberts is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- aa. Carlis Lee Lairson, Jr. is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- bb. Sheri Lynn Lairson is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- cc. Jess L. Kalis is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- dd. Kathy D. Kalis is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ee. Christi J. Dixon is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ff.. Andrew Quindlen Ray is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- gg. Heather Nicole Carney Merriweather is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- hh. Geri Terry Templeton is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- ii. Edward Mitchell is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- jj. Kimberly D. Hobbs is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- kk. Sager.Hamdan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ll. Tabatha Hamdan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- mm. Roy A. Ashton is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- nn. Michelle Ashton is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- oo. Sean Garrison is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- pp. Joyce Garrison is over the age of 19 and a resident citizen of Baldwin County, Alabama.
- qq. Patrick Callaghan, Jr. is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- rr. Elizabeth Wynne Callaghan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ss. Anthony Sumrall is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- tt. Lauren Sumrall is over the age of 19 years and a resident citizen of Baldwin County Alabama.
- uu. Nicholas Allan Hoots is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- vv. Felicia Beaman Hoots is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ww. Dan Hodson is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- xx. Janet White is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- yy. Tyree Davis is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- zz. Heidi Davis is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- aaa. Nicholos West is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- bbb. Laura Ashley West is over the age of 19 years and a resident citizen of Baldwin County, Alabama
- ccc.. Brenda Lynn Hinote is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ddd. Roy Darrell Settles is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- eee.. Adam Drake Cooley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- fff. Loren Marie Cooley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ggg. Mark M. Vontroba is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- hhh. Jamie K. Vontroba is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- iii. Christopher Lee Sanders is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- jjj. Candace Annette Sanders is over the age of 19 and a resident citizen of Baldwin County, Alabama.
- kkk. Christopher Amzy Butler is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- lll. Crystal D. Butler is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- mmm. George F. Messer, Jr. is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- nnn. Kathleen Marie Messer is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ooo. Brent Parnell is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ppp. Tammy D. Parnell is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- qqq. James Douglas Stewart is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- rrr. Jacqueline Lee Stewart is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- sss. James Q. Funderburg is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ttt. Ariel S. Haley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- uuu. Nada E. Balbachan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- vvv.. Permanand Balbachan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- xxx. Timothy H. Kent is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- yyy. Stacie C. Kent is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- zzz.. Timothy G. Gier is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- aaaa. Michelle L. Gier is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- bbbb. Richard L. Sullivan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- cccc. Melissa L. Sullivan is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- dddd. Daniel Owsley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- eeee. Jacqueline Owsley is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ffff. Christopher James Taylor is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- gggg. Amanda Lynn Taylor is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- hhhh. Sharron Ann Mattison is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- iiii. David W. Harrison is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- jjjj. Roxanne S. Harrison is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- kkkk. David B. Owens is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- llll. Terrie S. Owens is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- mmmm. John D. Bogle is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- nnnn. Tiffany Bogle L. is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- oooo. Steve R. Widger, Jr. is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- pppp. Jerry Lee Maddox is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- qqqq. Loan M. Nguyen is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

- rrrr. James M. White, III is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ssss. Tara L. White is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- tttt. Carlton D. Washington is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- uuuu. Ashley M. Thigpen is over the age of 19 and a resident citizen of Baldwin County, Alabama.
- vvvv. Cody R. Miles is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- xxxx. Victoria A. Miles is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- yyyy. Benjamin White is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- zzzz. Ashley Leann Caples is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- aaaa. Jacob Andrew Van Blake is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- bbbb. Richard Wayne Harper is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- cccc. Debra Jean Harper is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- dddd. Cynthia Hintz is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- eeee. Ronald W. Hintz, Jr. is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- ffff. Richard Todd Campbell is over the age of 19 years and a resident citizen of Baldwin County, Alabama.
- gggg. Melissa Knight-Campbell is over the age of 19 years and a resident citizen of Baldwin County, Alabama.

2. D.R. Horton, Inc. is a foreign corporation conducting business in Baldwin County, Alabama.
3. D.R. Horton, Inc.– Birmingham is an Alabama Corporation conducting business in Baldwin County, Alabama.
4. Bethel Engineering, Inc. is an Alabama Corporation conducting business in Baldwin County, Alabama.
5. Defendants, A, B, C, D, E, and/or F being those persons, corporations, firms or entities who were the engineers, designers, developers, contractors, subcontractors, agents, entities or other persons whose conduct caused or contributed, and/or conspired with in the furtherance of the deceptive acts by the Defendant's for which have caused damages to the Plaintiffs and whose identity or identities are not currently known to the Plaintiffs and are not readily ascertainable at this time, but will be substituted by amendment to this Complaint, should each action become necessary or appropriate, as provided for in Rule 9(h) of the *Alabama Rules of Civil Procedure*.
6. Defendants, G, H, I, J, K, and/or L, being those persons, corporations, firms or other entities responsible for creating, causing and/or continuing to commit a nuisance, trespass, negligence, or wantonness causing damage to the Plaintiffs, and whose identity or identities are not currently known to the Plaintiffs and are not readily ascertainable at this time, but will be substituted by amendment to this Complaint, should each action become necessary or appropriate, as provided for in Rule 9(h) of the *Alabama Rules of Civil Procedure*.
7. The amount in controversy exceeds the jurisdictional limits of this Honorable Court, exclusive of interest and costs.

FACTUAL BACKGROUND

8. D.R. Horton, Inc. and D.R. Horton, Inc.– Birmingham are residential construction companies who develop neighborhoods and build individual residential homes for direct sale in Baldwin County, Alabama. D.R. Horton, Inc. and D.R. Horton, Inc.– Birmingham, constructed the homes of each Plaintiff in this action.
9. Bethel Engineering, Inc., upon information and belief, is the engineering entity who approved plans, supervised the construction project with respect to

Institute for Business and Homes Safety (IBHS) Fortified Home Technical Requirements, in an effort to have the home receive a Gold Fortified certificate pursuant to IBHS Fortified Technical Requirements.

10. The addresses for the residential homes of the Plaintiffs are as follows:

Michael A. Morton	408 Pogue St.	Gulf Shores	AL	36542
Lisa A. Morton	408 Pogue St.	Gulf Shores	AL	36542
Jeremy S. Smith	440 Pogue St.	Gulf Shores	AL	36542
Lindsey M. Smith	440 Pogue St.	Gulf Shores	AL	36542
Robert A. Blaumer as Co-Trustee of the Robert A. Blaumer & Pamela L. Blaumer Joint Revocable Living Trust	443 Pogue St.	Gulf Shores	AL	36542
Pamela L. Blaumer, as Co-Trustee of the Robert A. Blaumer & Pamela L. Blaumer Joint Revocable Living Trust	443 Pogue St.	Gulf Shores	AL	36542
Kirk Toth	8048 Irwin Loop	Daphne	AL	36526
Herbert Eugene Roberson	21880 Yosemite Blvd.	Fairhope	AL	36532
Amanda Mae Roberson	21880 Yosemite Blvd.	Fairhope	AL	36532
Lance Cole Slater	13047 Hatchet Creek Ave.	Fairhope	AL	36532
Annette Lusk Slater	13047 Hatchet Creek Ave.	Fairhope	AL	36532
Troy A. Williamson	20968 Yosemite Blvd.	Fairhope	AL	36532
Rebecca L. Williamson	20968 Yosemite Blvd.	Fairhope	AL	36532
Joshua D. Baker	21638 Gullfoss St.	Fairhope	AL	36532
Shelley S. Baker	21638 Gullfoss St.	Fairhope	AL	36532
Robert A. Stanley	8053 Pickwick Dr.	Foley	AL	36535
Darbi P. Stanley	8053 Pickwick Dr.	Foley	AL	36535
Shelby Douglas	8073 Pickwick Dr.	Foley	AL	36535
John F. Bender	18039 Lewis Smith Dr.	Foley	AL	36535
Tena S. Rojem-Bender	18039 Lewis Smith Dr.	Foley	AL	36535
Matthew G. Beal	18057 Lewis Smith Dr.	Foley	AL	36535
Cheyenne A. Beal	18057 Lewis Smith Dr.	Foley	AL	36535
Cecil W. Perry	7932 Pickwick Dr.	Foley	AL	36535
Nancy R. Perry	7932 Pickwick Dr.	Foley	AL	36535
Christopher H. Davis	17316 Lewis Smith Dr.	Foley	AL	36535
Hannis N. Roberts	17316 Lewis Smith Dr.	Foley	AL	36535
Carlisle Lee Lairson.	17964 Lewis Smith Dr.	Foley	AL	36535
Sherri Lynn Lairson	17964 Lewis Smith Dr.	Foley	AL	36535

Jess L. Kalis	17965 Lewis Smith Dr.	Foley	AL	36535
Kathy D. Kalis	17965 Lewis Smith Dr.	Foley	AL	36535
Christi J. Dixon	17848 Lewis Smith Dr.	Foley	AL	36535
Andrew Quindlen Ray	27874 Smarty Jones Cr.	Daphne	AL	36526
Heather Nicole Carney Merriweather	27874 Smarty Jones Cr.	Daphne	AL	36526
Geri Terry Templeton	24147 Harvester Dr.	Loxley	AL	36551
Edward Mitchell	24203 Harvester Dr.	Loxley	AL	36551
Kimberly D. Hobbs	24203 Harvester Dr.	Loxley	AL	36551
Sager Hamdan	24082 Harvester Dr.	Loxley	AL	36551
Tabatha Hamdan	24082 Harvester Dr.	Loxley	AL	36551
Roy A. Ashton	24286 Harvester Dr.	Loxley	AL	36551
Michelle Ashton	24286 Harvester Dr.	Loxley	AL	36551
Sean Garrison	24342 Harvester Dr.	Loxley	AL	36551
Joyce Garrison	24342 Harvester Dr.	Loxley	AL	36551
Patrick Callaghan, Jr.	24644 Spectacular Bid Loop	Daphne	AL	36526
Elizabeth Wynne Callaghan	24644 Spectacular Bid Loop	Daphne	AL	36526
Anthony Sumrall	16620 Walstan Dr.	Loxley	AL	36551
Lauren Sumrall	16620 Walstan Dr.	Loxley	AL	36551
Nicholas Allan Hoots	11721 Agora Dr.	Daphne	AL	36526
Felicia Beaman	11721 Agora Dr.	Daphne	AL	36526
Dan Hodson	17729 Lewis Smith Dr.	Foley	AL	36535
Janet White	17729 Lewis Smith Dr.	Foley	AL	36535
Tyree Davis	24222 Harvester Dr.	Loxley	AL	36551
Heidi Davis	24222 Harvester Dr.	Loxley	AL	36551
Nicholos West	336 Nandina Loop	Fairhope	AL	36532
Laura Ashley West	336 Nandina Loop	Fairhope	AL	36532
Brenda Lynn Hinote	24314 Harvester Dr.	Loxley	AL	36551
Roy Darrell Settles	24294 Harvester Dr.	Loxley	AL	36551
Adam Drake Cooley	16704 Walstan Dr.	Loxley	AL	36551
Loren Marie Cooley	16704 Walstan Dr.	Loxley	AL	36551
Mark M. Vontroba	332 Nandina Loop	Fairhope	AL	36532
Jamie K. Vontroba	332 Nandina Loop	Fairhope	AL	36532
Christopher Lee Sanders	339 Nandina Loop	Fairhope	AL	36532
Candace Annette Sanders	339 Nandina Loop	Fairhope	AL	36532
Christopher Amzy Butler	17071 Lanier Blvd.	Foley	AL	36535

Crystal D. Butler	17071 Lanier Blvd.	Foley	AL	36535
George F. Messer, Jr.	18065 Lewis Smith Dr.	Foley	AL	36535
Kathleen Marie Messer	18065 Lewis Smith Dr.	Foley	AL	36535
Brent Parnell	17998 Lewis Smith Dr.	Foley	AL	36535
Tammy D. Parnell	17998 Lewis Smith Dr.	Foley	AL	36535
James Douglas Stewart	17426 Lewis Smith Dr.	Foley	AL	36535
Jacqueline Lee Stewart	17426 Lewis Smith Dr.	Foley	AL	36535
James Q. Funderburg	17449 Harding Dr.	Foley	AL	36535
Ariel S. Haley	17449 Harding Dr.	Foley	AL	36535
Nada E. Balbachan	18049 Lewis Smith Dr.	Foley	AL	36535
Permanand Balbachan	18049 Lewis Smith Dr.	Foley	AL	36535
Timothy H. Kent	18357 Lewis Smith Dr.	Foley	AL	36535
Stacie C. Kent	18357 Lewis Smith Dr.	Foley	AL	36535
Timothy G. Gier	8065 Pickwick Dr.	Foley	AL	36535
Michelle L. Gier	8065 Pickwick Dr.	Foley	AL	36535
Richard L. Sullivan	1916 Hogan Dr.	Gulf Shores	AL	36542
Melissa L. Sullivan	1916 Hogan Dr.	Gulf Shores	AL	36542
Daniel Owsley	31601 Memphis Loop	Spanish Fort	AL	36527
Jacqueline Owsley	31601 Memphis Loop	Spanish Fort	AL	36527
Christopher James Taylor	12820 Warbler St.	Daphne	AL	36526
Amanda Lynn Taylor	12820 Warbler St.	Daphne	AL	36526
Sharron Ann Mattison	17081 Lanier Blvd.	Foley	AL	36535
David W. Harrison	17695 Lewis Smith Dr.	Foley	AL	36535
Roxanne S. Harrison	17695 Lewis Smith Dr.	Foley	AL	36535
David B. Owens	9723 Bellaton Ave.	Daphne	AL	36526
Terrie S. Owens	9723 Bellaton Ave.	Daphne	AL	36526
John D. Bogle	24738 Chantilly Lane	Daphne	AL	36526
Tiffany L. Bogle	24738 Chantilly Lane	Daphne	AL	36526
Stephen R. Widger, Jr.	216 Rhineheart Lane	Foley	AL	36535
Jerry Lee Maddox	9944 Volterra Ave.	Daphne	AL	36526
Loan M. Nguygen	9944 Volterra Ave.	Daphne	AL	36526
James M. White, III	9474 Bella Dr.	Daphne	AL	36526
Tara L White	9474 Bella Dr.	Daphne	AL	36526
Carlton D. Washington	11800 Alabaster Dr.	Daphne	AL	36526
Ashley M. Thigpen	11800 Alabaster Dr.	Daphne	AL	36526
Cody R. Miles	31940 Calder Ct.	Daphne	AL	36526

Victoria A. Miles	11680 Alameda Ct.	Spanish Fort	AL	36526
Benjamin White	9456 Amethyst Dr.	Daphne	AL	36526
Ashley Leann Caples	9456 Amethyst Dr.	Daphne	AL	36526
Jacob Andrew Van Blake	112 Landing Rd.	Foley	AL	36535
Richard Wayne Harper	24365 Harvester Dr.	Loxley	AL	36551
Debra Jean Harper	24365 Harvester Dr.	Loxley	AL	36551
Ronald W. Hintz, Jr.	24276 Harvester Dr.	Loxley	AL	36551
Cynthia Hintz	24276 Harvester Dr.	Loxley	AL	36551
Richard Todd Campbell	13157 Harvester Dr.	Spanish Fort	AL	36527
Melissa Knight-Campbell	13157 Sanderling Loop	Spanish Fort	AL	36527

11. The Plaintiffs have all taken possession of their homes within the statute of limitations period for all available causes of action. Furthermore, the Plaintiffs all became aware of the deceptive and/or fraudulent activities being the basis of this lawsuit within one (1) year of today's date.
12. D.R. Horton, Inc. and D.R. Horton Inc.-Birmingham represented to the Plaintiffs that they took pride in their work and would build a quality home with good workmanship, demonstrating this point by providing information of prior construction and representations of what their completed construction would look like.
13. D.R. Horton, Inc. and D.R. Horton Inc.-Birmingham represented to the Plaintiffs that the homes they were purchasing would be Gold Fortified, as described in the Institute for Business and Home Safety (IBHS) Fortified Home Technical Home Requirements.
14. The Plaintiffs were provided with a certificate from IBHS stating that their homes met the standards of Gold Fortified, as provided in the IBHS Fortified Home Technical Requirements. This Certificate was provided pursuant to acts and submissions made by D.R. Horton, Inc., D.R. Horton, Inc. Birmingham and Bethel Engineering, Inc., or agents of D.R. Horton, Inc., D.R. Horton, Inc.-Birmingham and Bethel Engineering, Inc.
15. The representations and actions by D.R. Horton, Inc., D.R. Horton Inc.-Birmingham, and Bethel Engineering, Inc., or agents of D.R. Horton, Inc., D.R. Horton Inc., - Birmingham, and Bethel Engineering, Inc., have (1) caused confusion and misunderstanding as to the certification of their homes, (2) created a representation that their homes have sponsorship, characteristics, uses, benefits and qualities that they do not have, and (3) created a

representation that their homes are of a particular standards, quality or grade or that their homes are of a particular style or model, despite being that of another.

16. D.R. Horton, Inc. and D.R. Horton, Inc.-Birmingham, engaged in sales, promotion and other practices which mislead and deceived home buyers. The practices included, but are not limited to, false representations as to the quality of homes Horton constructed and guaranteeing that those homes would be “gold certified”. Hortons conduct was deliberate and deceptive and included the employment of agents, captive companies, such their subsidiary title and mortgage companies, and the like to carry out its elaborate scheme to ensure market share and enhance its profits. In so doing, D.R. Horton, Inc. and D.R. Horton, Inc.-Birmingham marketed, sold and warranted homes which it knew or should have known did not meet the “gold certification” criteria.
17. As a direct and proximate result, plaintiffs were caused to suffer damages which include but are not limited to, emotional distress, mental anguish so as to make quiet use of the homes they purchased impossible.
18. The Plaintiffs Homes do not meet the Gold Fortified Technical Home Requirements for the following purposes:
 - a. Installed windows are non-impact, nor do they meet water and air filtration ratings;
 - b. Roof bracings and strappings are deficient;
 - c. Fasteners for roof underlayments are deficient;
 - d. The Foundations have multiple issues which are as follows:
 - i. The foundation sites are not properly prepped, or graded;
 - ii. In many homes, the foundation mesh, or welded wire fabric (WWF), is not properly placed;
 - iii. failure to maintain consistent slab thickness;
 - iv. lack of base material compaction;

- v. poor base material elevation controls; and
 - vi. improperly installed foundation anchors and post-installed repair anchors;
- e. Fasteners for vinyl siding are deficient;
 - f. Bracing of gable end walls are deficient; and
 - g. Varying other Baldwin County and municipal county code violations which would inhibit the homes from becoming code compliant (for example, weep holes not being adequately placed, foundation being too low to grade, flashing not being installed, etc.).
19. The Plaintiff's trusted D.R. Horton, Inc. and D.R. Horton Inc., - Birmingham, and/or agents of D.R. Horton, Inc. and D.R. Horton Inc., - Birmingham and relied upon their statement and/or representations.
 20. The Plaintiffs have suffered significant damages in that their homes are not as valuable as they were led to believe, a fact that is made worse when you consider that many of the Plaintiffs have a mortgage through an entity that D.R. Horton, Inc., or a subsidiary of D.R. Horton, Inc., has ownership in, that is more than the current value of the homes. Additionally, in order to correct the issue, there are significant expenses in the form of construction costs to have the homes meet the standards provided in the IBHS Gold Fortified Technical Requirements.
 21. Prior to the filing of this action, the Plaintiffs have met all the statutory requirements designated in Code of Alabama, 1975, Section 8-19-1, *et. seq.*, to include those that give grounds for a private right of action in Code of Alabama, 1975, Section 8-19-10. Attached and incorporated hereto is the Notice letter provided pursuant to Code of Alabama, 1975, Section 8-19-10(e) (See Exhibit 1, which is attached and incorporated hereto). Notice has been provided by all households, for each home made the basis of this lawsuit.
 22. In addition to the above, there are significant construction defects and areas where the Plaintiffs homes fail to meet the County or Municipal Building Codes applicable.
 23. D.R. Horton, Inc., D.R. Horton Inc., - Birmingham, or their agents, hire employees to conduct various levels of work related to the construction of their homes and then supervise said employees during the duration of the

construction projects. The construction of the Plaintiffs homes that pertains to this is not acceptable as noted in the above paragraphs.

24. Bethel Engineering, Inc., or their agents, hire employees to conduct various levels of work related to the IBHS Gold Fortified Technical Requirements and the submissions necessary to obtain said Gold Fortified certificates, they then supervise said employees while conducting the plans reviews, inspections and submissions in order to receive the Gold Fortified Certificates. The work conducted on Bethel Engineering Inc. behalf pertaining to the Plaintiffs homes is not acceptable as noted in the above paragraphs.
25. Upon information and belief, D.R. Horton, Inc. and D.R. Horton, Inc.– Birmingham have constructed the Plaintiffs’ homes in such a manner to where the water drainage is not draining as designed, and is in fact either not draining, leaving standing water in the yard, or draining to the homes, creating water intrusion issues and/or water nuisance issues.
26. The Plaintiffs have suffered damages as a result of water accumulation, accretion, intrusion, etc. in that their property value has decreased and/or they will incur expenses in an effort to have the water diverted in a different direction or to the intended drainage areas.
27. The Plaintiffs have suffered mental anguish and emotional distress as a result of the actions of D.R. Horton, Inc., D.R. Horton, Inc.– Birmingham, and Bethel Engineering, Inc., or agents of D.R. Horton, Inc., D.R. Horton Inc., - Birmingham, and Bethel Engineering, Inc.

COUNT I
DECEPTIVE TRADE PRACTICE
(Code of Alabama, 1975, Section 8-19-1, et. seq.)
Against D.R. Horton, Inc. and D.R. Horton, Inc.– Birmingham

28. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
29. D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham or agents of D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, have (1) caused confusion and misunderstanding as to the certification of their homes, (2) created a representation that their homes have sponsorship, characteristics, uses, benefits and qualities that they do not have, and (3) created a representation that their homes are of a particular standards, quality or grade, or that their homes are of a particular style or model, despite being that of another.

30. In doing so, D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham or agents of D.R. Horton, Inc. and D.R. Horton Inc.-Birmingham are in violation of Code of Alabama, 1975 Section 8-19-5.
31. A demand was made in accordance with Code of Alabama, 1975 Section 8-19-10(e), no tender has been extended by the Defendants (See Exhibit 1, which is attached and incorporated hereto).
32. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, repair costs, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendants for all remedies available under Code of Alabama, 1975 Section 8-19-10(a)(1-3), to include actual damages, mental anguish, courts discretionary damages (up to three (3) times actual damages), and costs of the action, to include reasonable attorney's fees, and any other relief as deemed just and proper.

COUNT II
INJUNCTION

Against D.R. Horton, Inc. and D.R. Horton, Inc. – Birmingham

33. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
34. Pursuant to authority provided in Code of Alabama, 1975 Section 8-19-1, *et. seq.* the Plaintiffs would ask the Court to enjoin D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham, and/or its agents, from any and all sales, marketing practices and representations that the residential homes they are constructing and selling are gold fortified unless and until they are deemed so by this Honorable Court or other Special Master, who could then monitor in the future. Any damages for which D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham may incur are outweighed by the continued actions against the Plaintiffs and other unknowing parties willing to purchase a home from D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham in Baldwin County, Alabama.
35. Accordingly, an Order from this Honorable Court requiring an Injunction will serve no public disservice, in fact, quite the opposite would be true.

WHEREFORE, the Plaintiff prays the Court to provide the following relief:

- a. That this Court issue a permanent injunction restraining and enjoining D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham from:
 - i. Acting in a manner that would violate Code of Alabama, 1975 Section 8-19-1, *et. seq.*;
 - ii. Developing and Constructing homes, and/or home sites in Baldwin County, Alabama; and
 - iii. Certifying, supervising, and/or submitting materials to IBHS in an effort to obtain IBHS Gold Fortified certificates for residential home owners in Baldwin County, Alabama.
- b. That this Court assess all damages to which the Plaintiffs are entitled, as stated in Code of Alabama, 1975 Section 8-19-10(a)(1-3) in the Court's discretion in equity and at law; and
- c. Any further relief the Court deems appropriate under the circumstances.

COUNT III
FRAUD
AS AN ALTERNATIVE COUNT TO COUNT I
Against D.R. Horton, Inc. and D.R. Horton, Inc. – Birmingham,

36. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
37. D.R. Horton, Inc. and D.R. Horton Inc. - Birmingham, or agents of D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham, made representations to the Plaintiffs that their residential homes met the Fortified Home Technical Requirements for Gold Fortified, that the homes were in compliance with the municipal and county building codes, and were the product of quality workmanship,
38. The representations made by D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham, or agents of D.R. Horton, Inc. and D.R. Horton Inc.,- Birmingham are false.
39. The Plaintiff's relied upon the representations of D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham, or agents of D.R. Horton, Inc. and D.R. Horton Inc.- Birmingham,

40. The Plaintiff's have suffered damages, to include financial and emotional damages, as a result of the false representations.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendants, to include compensatory, mental anguish and punitive damages, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNTY IV
NEGLIGENCE

Against D.R. Horton, Inc., and D.R. Horton, Inc. – Birmingham

41. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
42. D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham owed a duty to the Plaintiffs.
43. D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, or agents of D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, breached said duty by negligently constructing the home.
44. As a proximate result:
- a. The Plaintiffs received windows of a lesser quality than that negotiated.
 - b. Roof bracings and strappings are deficient.
 - c. Fasteners for roof underlayments are deficient.
 - d. The Foundations have multiple issues which are as follows:
 - i. The foundation sites are not properly prepped, or graded.
 - ii. In many homes, the foundation mesh, or welded wire fabric (WWF), is not properly placed.
 - iii. Failure to maintain consistent slab thickness.
 - iv. Lack of base material compaction.
 - v. Poor base material elevation controls.

- vi. Improperly installed foundation anchors and post-installed repair anchors;
 - e. Fasteners for vinyl siding are deficient.
 - f. Bracing of gable end walls are deficient.
 - g. Varying other Baldwin County and municipal county code violations which would inhibit the homes from becoming code compliant (for example, weep holes not being adequately placed, foundation being too low to grade, flashing not being installed, or installed correctly, protection/barrier wrap (Tyvek wrap) not properly secured or torn, etc.).
 - h. The site grading is subpar to the extent that water does not drain as designed.
45. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, to include compensatory damages and mental anguish, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT V
NEGLIGENT HIRING, TRAINING, AND SUPERVISION
Against D.R. Horton, Inc., and D.R. Horton, Inc.– Birmingham

46. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
47. D.R. Horton, Inc., and D.R. Horton Inc. -Birmingham, employed agents and/or employees in the construction of the residential homes of the Plaintiffs.
48. The employees were negligent in the construction of the residential homes of the Plaintiffs, to wit:
- a. The Plaintiffs received windows of a lesser quality than that negotiated.
 - b. Roof bracings and strappings are deficient.
 - c. Fasteners for roof underlayments are deficient.
 - d. The Foundations have multiple issues which are as follows:

- i. The foundation sites are not properly prepped, or graded;
 - ii. In many homes, the foundation mesh, or welded wire fabric (WWF), is not properly placed;
 - iii. Failure to maintain consistent slab thickness;
 - iv. Lack of base material compaction;
 - v. Poor base material elevation controls; and
 - vi. Improperly installed foundation anchors and post-installed repair anchors;
- e. Fasteners for vinyl siding are deficient.
- f. Bracing of gable end walls are deficient.
- g. Varying other Baldwin County and municipal county code violations which would inhibit the homes from becoming code compliant (for example, weep holes not being adequately placed, foundation being too low to grade, flashing not being installed, or installed correctly, protection/barrier wrap (Tyvek wrap) not properly secured or torn, etc.).
- h. The site grading is subpar to the extent that water does not drain as designed.
49. D.R. Horton, Inc. and D.R. Horton, Inc.- Birmingham, were aware of said negligent construction work, or should have been aware by exercising reasonable care.
50. D.R. Horton, Inc. and D.R. Horton, Inc.-Birmingham failed to exercise such reasonable care.
51. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, to include compensatory damages and mental anguish, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT VI
WANTONNESS

Against D.R. Horton, Inc. and D.R. Horton, Inc.- Birmingham

52. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
53. The D.R. Horton, Inc. and D.R. Horton, Inc.- Birmingham wantonly constructed the Plaintiffs homes.
54. As a proximate result:
- a. The Plaintiffs received windows of a lesser quality than that negotiated.
 - b. Roof bracings and strappings are deficient.
 - c. Fasteners for roof underlayments are deficient.
 - d. The Foundations have multiple issues which are as follows:
 - i. The foundation sites are not properly prepped, or graded;
 - ii. In many homes, the foundation mesh, or welded wire fabric (WWF), is not properly placed;
 - iii. Failure to maintain consistent slab thickness;
 - iv. Lack of base material compaction;
 - v. Poor base material elevation controls; and
 - vi. Improperly installed foundation anchors and post-installed repair anchors;
 - e. Fasteners for vinyl siding are deficient.
 - f. Bracing of gable end walls are deficient.
 - g. Varying other Baldwin County and municipal county code violations which would inhibit the homes from becoming code compliant (for example, weep holes not being adequately placed, foundation being too low to grade, flashing not being installed, or installed correctly, protection/barrier wrap (Tyvek wrap) not properly secured or torn, etc.).

- h. The site grading is subpar to the extent that water does not drain as designed.
55. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, to include compensatory, mental anguish and punitive damages, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT VII
NEGLIGENCE
Against Bethel Engineering, Inc.

56. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
57. Bethel Engineering, Inc., owed a duty to the Plaintiffs.
58. Bethel Engineering, Inc., or agents of Bethel Engineering, Inc., breached said duty by negligently certifying plans, supervising the construction project, submitting materials to IBHS for Gold Fortification certification, and/or inspecting the Plaintiffs homes to ensure the homes meet the requirements for Gold Fortified standards in accordance with the IBHS Fortified Home Technical Requirements.
59. As a proximate result, the Plaintiffs received a home that does not meet the Gold Fortified standards in accordance with the IBHS Fortified Home Technical Requirements.
60. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against Bethel Engineering, Inc. to include compensatory damages and mental anguish, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT VIII
NEGLIGENT HIRING, TRAINING, AND SUPERVISION
Against Bethel Engineering, Inc.

61. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
62. Bethel Engineering, Inc., employed agents and/or employees to certify plans, supervise the construction project, submitting materials to IBHS for Gold Fortification certification, and/or inspect the Plaintiffs homes to ensure the homes meet the requirements for Gold Fortified standards in accordance with the IBHS Fortified Home Technical Requirements.
63. The employees were negligent in certifying plans, supervising the construction project, submitting materials to IBHS for Gold Fortification certification, and/or inspecting the Plaintiffs homes to ensure the homes meet the requirements for Gold Fortified standards in accordance with the IBHS Fortified Home Technical Requirements.
64. Bethel Engineering, Inc. was aware of said negligence, or should have been aware by exercising reasonable care.
65. Bethel Engineering, Inc. failed to exercise such reasonable care.
66. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against Bethel Engineering, Inc., to include compensatory damages and mental anguish, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT IX
WANTONNESS
Against Bethel Engineering, Inc.

67. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
68. Bethel Engineering, Inc. owed a duty to the Plaintiffs.
69. Bethel Engineering, Inc., or agents of Bethel Engineering, Inc., wantonly certified plans, supervised the construction project, submitted materials to IBHS for Gold Fortification certification, and/or inspected the Plaintiffs homes to ensure the homes meet the requirements for Gold Fortified standards in accordance with the IBHS Fortified Home Technical Requirements.

70. As a proximate result, the Plaintiffs received a home that does not meet the Gold Fortified standards in accordance with the IBHS Fortified Home Technical Requirements.
71. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.
72. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against Bethel Engineering, Inc., to include compensatory, mental anguish and punitive damages, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT X
NUISANCE

Against D.R. Horton, Inc., and D.R. Horton, Inc. – Birmingham

73. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
74. D.R. Horton, Inc. and D.R. Horton, Inc. - Birmingham constructed and/or developed the Plaintiffs homes and neighborhoods in such a manner as to cause water, to include rainwater, to flow onto and accumulate on the Plaintiffs properties.
75. The flow onto and accumulation of water, to include rainwater, on the Plaintiffs property, caused by the activities of D.R. Horton, Inc. and D.R. Horton, Inc. - Birmingham, was such that it would affect and interfere with an ordinary and reasonable person's use and enjoyment of their property.
76. The flow onto and accumulation of water, to include rainwater, on the Plaintiffs property due to the activities of D.R. Horton, Inc. and D.R. Horton, Inc. - Birmingham constitutes a nuisance.
77. The flow onto and accumulation of water, to include rainwater, on the Plaintiffs property, having continued from when the development began until the current date, is a continuous and/or permanent nuisance.
78. The flowing of water, to include rainwater, onto and accumulating on the Plaintiffs property has affected the property and caused substantial harm to it.

79. As a proximate consequence of the aforesaid nuisance, the Plaintiffs have been caused to suffer the following damages:

- a. Loss of use and enjoyment of her property;
- b. Damage to her property and appurtenances thereto;
- c. Economic loss, including, but not limited to, a diminution of the value and marketability of her property;
- d. Mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against D.R. Horton, Inc., and D.R. Horton Inc.- Birmingham, to include compensatory, mental anguish and punitive damages, plus interest and costs within the jurisdiction limits of this Court, and any other relief as deemed just and proper.

COUNT XI
BREACH OF CONTRACT
Against D.R. Horton, Inc.-Birmingham

- 80. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.
- 81. The Plaintiffs and D.R. Horton, Inc.-Birmingham had a contract wherein D.R. Horton, Inc.-Birmingham agreed to construct a home in exchange for consideration.
- 82. The Plaintiffs paid the funds to D.R. Horton, Inc.-Birmingham as agreed upon.
- 83. D.R. Horton, Inc.-Birmingham failed to perform in that the home was not properly constructed.
- 84. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendant plus interest and costs within the jurisdictional limits of this Court.

COUNT XII
BREACH OF EXPRESS WARRANTY
AGAINST D.R. HORTON, INC., D.R. HORTON, INC.-BIRMINGHAM

- 85. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

86. D.R. Horton, Inc.-Birmingham expressly warranted to the Plaintiffs they would construct a quality home using good workmanship.
87. D.R. Horton, Inc.-Birmingham breached said express warranty as set forth above.
88. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendant plus interest and costs within the jurisdictional limits of this Court.

COUNT XIII
BREACH OF IMPLIED WARRANTY OF WORKMANSHIP
Against D.R. Horton, Inc.-Birmingham

89. The Plaintiffs incorporate the foregoing paragraphs as though fully set forth herein.

90. D.R. Horton Inc., - Birmingham, impliedly warranted to the Plaintiffs that they would build a quality home in a good workmanlike manner and the Plaintiffs trusted the statements of D.R. Horton Inc., - Birmingham.

91. D.R. Horton Inc., - Birmingham breached said implied warranty of workmanship by not constructing the house in a good workmanlike manner.

92. As a proximate result thereof, the Plaintiffs have suffered damages for the loss of value to their home, mental anguish and emotional distress.

WHEREFORE, the Plaintiffs respectfully demand judgment against the Defendant plus interest and costs within the jurisdictional limits of this Court.

Respectfully Submitted,

By: /S/ J. THOMAS PILCHER, IV
J. Thomas Pilcher, IV (PIL013)
Attorney for Plaintiff

By: /S/ David L. Sheller
David L. Sheller (SHE026)
Attorney for Plaintiff

WILKINS, BANKESTER, BILES

& WYNNE, P.A.
PO Box 400
Bay Minette, AL. 36507
251-937-7024
tpilcher@wbbwlaw.com

SHELLER LAW FIRM, PLLC
360 FM 1959
Houston, TX 77034
832-841-1175
david@shellerlawfirm.com

Plaintiff's demand a trial by jury of all issues involved herein.

/S/ J. THOMAS PILCHER, IV
J. Thomas Pilcher, IV (PIL013)

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 30th day of November, 2022, served a copy of the foregoing First Amended Complaint upon counsel for all parties to this proceeding by filing the same with the Clerk of the Court vis CM/ECF or by U.S. Mail, postage prepaid.

Michael R. Lunsford, Esq.
Porterfield, Harper, Mills, Motlow & Ireland, PA
22 Inverness Center Parkway, Suite 600
Birmingham, AL 35242

William D. Montgomery, Jr.
Ball, Ball, Matthews & Novak, PA
PO Box 2648
Mobile, AL 36652

W. Bradley Smith
Hand, Arendall, Harrison, Sale, LLC
PO Box 1499
Fairhope, AL 36533

David F. Walker, Esq.
Galloway, Wettermark, Rutens, LLP
3263 Cottage Hill Road
Mobile, AL 36606